

Attorney Docket No. 389014

REMARKS

The undersigned attorney interviewed this case with Examiner Lau today, July 9, 2004. The remarks below comment upon what was discussed in the interview. Accordingly, it is believed that the following remarks attend to all rejections presented in the pending June 28, 2004 office action.

Claim Rejections under 35 USC § 102(e)

Claims 1, 2, 3, 4, 6 stand rejected under 35 USC §102(e) as being unpatentable over U.S. Patent No. 6,516,284 ("Flentov"). Respectfully we disagree, since Flentov does not teach each and every limitation of these claims. 35 USC §102(e) requires that each and every element must be taught by Flentov in order to anticipate the claims.

During the interview, it was discussed that Flentov is owned entirely by the assignee of this present application. Assignee is very very familiar with the disclosure of Flentov.

The Examiner argues that Flentov discloses a digital camera as unit 16. During the interview, we discussed that, in fact, item 16 is a "display" that is used to display data such as airtime; item 16 is not therefore a digital camera that captures video or image data, as in claim 1. Display 16 is for example an LCD display such as used in a digital watch.

It was further discussed in the interview that Flentov does not teach processing frames of data (the word "frame" or "frames" is completely absent from Flentov). In particular, we discussed that FIG. 11 of Flentov illustrates data that may be captured by unit 10 (and particularly by loft sensor 20) of Flentov; this data is not equivalent to frames of data as disclosed within the current specification. As disclosed within the current specification, "frames of data" correspond to data from a plurality of pixels of a digital camera; such a digital camera is not disclosed by Flentov.

Finally, we today discussed that unit 10 of Flentov is shown mounted to a ski 26' in FIG. 2A, in the context that unit 10 does not capture a "picture" such as illustrated in FIG. 2A. Instead, FIG. 2A illustrates operation of unit 10 within an example setting; it does not illustrate capturing frames of data that may be used to determine "altitude" by comparing a "highest point of motion" within the frames of data. Unit 10 mounts to ski 26' and – by use of a loft sensor 20, for example – captures electronic data (not frames of data as from a digital camera) such as shown in FIG. 11.

Serial No. 09/657,111
Amendment and Remarks responsive to
Final Office Action mailed June 28, 2004
Page 2
BLDRDOCS 78886v1

Attorney Docket No. 389014

Flentov cannot therefore each the elements of claim 1, as required by 35 USC §102(e). Claims 2, 3, 4, 6 depend from claim 1 and benefit from like arguments.


The indication of allowable subject matter in claims 5, 7, 8-11, 12 is appreciated.

For the reasons stated above, Applicants argue that claims 1, 2, 3, 4, 6 are also allowable over the art of record.

It is believed no fees are due in connection with this response. If any additional fee is due, please charge Deposit Account No. 12-0600.

Respectfully submitted,

By:


Curtis A. Vock, Reg. No. 38,356
LATHROP & GAGE L.C.
4845 Pearl East Circle, Suite 300
Boulder, CO 80301
Tele: (720) 931-3011 Fax: (720) 931-3001

Serial No. 09/657,111
Amendment and Remarks responsive to
Final Office Action mailed June 28, 2004
Page 3
BLDRDOC\$ 78886v1



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/657,111	09/07/2000	Curtis A. Vock	4513/011 (L&G 389014)	1286
24283	7590	06/28/2004	EXAMINER	
PATTON BOGGS 1660 LINCOLN ST SUITE 2050 DENVER, CO 80264			LAU, TUNG S	
			ART UNIT	PAPER NUMBER
			2863	

DATE MAILED: 06/28/2004

Please find below and/or attached an Office communication concerning this application or proceeding: --- --

07/09/2004 08:37 303-998-1105

AEGIS STAFFING

PAGE 01

ADDRESS	CITY
REPORT TO:	TIME DEPT.
DA-1	

AEGIS STAFFING SERVICES

4141 ARAPAHOE, SUITE 102
BOULDER, CO 80302
PH: (303) 998-0000 FAX: (303) 998-1105

COMPANY NAME	WEEK ENDING SUNDAY
ADDRESS	CITY

EMPLOYEE NAME	HOLD MY CHECK <input type="checkbox"/> MAIL MY CHECK <input type="checkbox"/>
SOCIAL SECURITY NUMBER	AVAILABLE FOR WORK? YES <input type="checkbox"/> NO <input type="checkbox"/>
EMPLOYEE SIGNATURE	WHEN AVAILABLE?

IMPORTANT FOR EMPLOYEE: BY EXECUTING THIS FORM, EMPLOYEE AGREES TO TERMS AND CONDITIONS ON REVERSE SIDE; CERTIFIES THAT THIS FORM IS TRUE AND ACCURATE, AND THAT NO INJURIES WERE SUFFERED.

DAY	DATE	HOURS TO NEAREST QUARTER HOUR				
		STARTED	FINISHED	LESS LUNCH	REG HOURS	OT HOURS
MON						
TUES						
WED						
THUR						
FRI						
SAT						
SUN						

REGULAR HOURS: 8:00 AM - 5:00 PM	EMPLOYEE'S REG. HRS	MIN	REG. HRS	MIN
----------------------------------	---------------------	-----	----------	-----

CLIENT: PLEASE WRITE TOTAL HOURS IN WORDS TO NEAREST QUARTER HOUR ABOVE	TOTAL HOURS
---	-------------

PLEASE PRINT NAME (CLIENT)	TITLE
----------------------------	-------

AUTHORIZED SIGNATURE (CLIENT)	IS THIS EMPLOYEE CONTINUING THIS ASSIGNMENT? YES <input type="checkbox"/> NO <input type="checkbox"/>
-------------------------------	---

IMPORTANT FOR CLIENT: BY EXECUTION OF THIS FORM, CLIENT CERTIFIES THAT HOURS SHOWN ARE CORRECT; WORK WAS DONE SATISFACTORILY; AND THAT CLIENT AGREES TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM. PLEASE DRAW LINE THROUGH UNUSED SPACES ABOVE.

WHRF, 80040 REV. 3/94

OFFICE COPY

CLIENT INFORMATION

Client named on the reverse side of this form, the undersigned, hereby certifies that the information provided on the reverse side of this form is true and accurate.

(1) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(2) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(3) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(4) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(5) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(6) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(7) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(8) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(9) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(10) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(11) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(12) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(13) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(14) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(15) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(16) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(17) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(18) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(19) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(20) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(21) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(22) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(23) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(24) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(25) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(26) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(27) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(28) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(29) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

(30) I am the owner, partner, or sole proprietor of the business named on the reverse side of this form, or I am an authorized representative of the business named on the reverse side of this form.

for Linda Levin

BEST AVAILABLE COPY

07/09/2004 08:37 303-998-1105

AEGIS STAFFING

PAGE 01

AEGIS STAFFING SERVICES	ADDRESS		CITY
	REPORT TO:	TIME	DEPT.
	TA-1		

AEGIS STAFFING SERVICES

4141 ARAPAHOE, SUITE 102
BOULDER, CO 80302
PH: (303) 998-0000 FAX: (303) 998-1105

CONTRACT NAME	WEEK ENDING SUNDAY
ADDRESS	CITY

EMPLOYEE NAME	HOLD MY CHECK <input type="checkbox"/> HAS MY CHECK <input type="checkbox"/>
SOCIAL SECURITY NUMBER	AVAILABLE FOR WORK? YES <input type="checkbox"/> NO <input type="checkbox"/>
EMPLOYEE SIGNATURE	WHEN AVAILABLE?

IMPORTANT FOR EMPLOYEE: BY EXECUTING THIS FORM, EMPLOYEE AGREES TO TERMS AND CONDITIONS ON REVERSE SIDE; CERTIFIES THAT THIS FORM IS TRUE AND ACCURATE, AND THAT NO INJURIES WERE SUFFERED.

DAY	DATE	HOURS TO NEAREST QUARTER HOUR				
		STARTED	FINISHED	LESS LUNCH	REG HOURS	OT HOURS
MON						
TUES						
WED						
THUR						
FRI						
SAT						
SUN						

MINIMUM HOURS: _____	MAXIMUM HOURS: _____
REGULAR	OVERTIME
HRS MIN	HRS MIN

CLIENT: PLEASE WRITE TOTAL HOURS IN WORDS TO NEAREST QUARTER HOUR ABOVE	TOTAL HOURS
PLEASE PRINT NAME (CLIENT)	TITLE

AUTHORIZED SIGNATURE (CLIENT)	IS THIS EMPLOYEE CONFIRMING THIS ASSIGNMENT? YES <input type="checkbox"/> NO <input type="checkbox"/>
-------------------------------	---

IMPORTANT FOR CLIENT: BY EXECUTION OF THIS FORM, CLIENT CERTIFIES THAT HOURS SHOWN ARE CORRECT; WORK WAS DONE SATISFACTORILY; AND THAT CLIENT AGREES TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM. PLEASE DRAW LINE THROUGH UNUSED SPACES ABOVE.

FORM 1-60040 REV. 3/04

OFFICE COPY

CLIENT INFORMATION

Client named on the reverse side hereby agrees that the temporary employment service named on the reverse side (AEGIS STAFFING SERVICES) is hereby accepted.

(1) I hereby authorize AEGIS STAFFING SERVICES to assign me to any and all positions and to any and all locations as may be required by the client. I understand that my assignment may be changed at any time without notice and that I will be required to accept such change.

(2) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(3) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(4) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(5) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(6) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(7) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(8) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(9) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(10) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(11) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(12) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(13) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(14) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(15) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(16) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(17) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(18) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(19) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(20) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(21) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

(22) I understand that my assignment may be terminated at any time without notice and that I will be required to accept such termination.

For Linda Levin

BEST AVAILABLE COPY